

CONTRACT FOR SERVICES
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF LABOR & INDUSTRIES
AND
<<Provider Name>>

This Contract is made and entered into by and between the Washington State Department of Labor & Industries (hereinafter called "L&I"), and <<name>> (hereinafter called "Provider").

Doctor Name
Doctor Address line 1
Doctor Address line 2

PURPOSE

The purpose of this Contract is to enroll the Provider in L&I's Provider Network and to reimburse the Provider for covered services provided to injured worker.

In consideration of the terms and conditions contained herein, the parties agree as follows:

1. DEFINITIONS

"Accepted Conditions" – means those medical conditions which have been accepted as related to an industrial injury or occupational disease by L&I or are alleged to have been proximately caused by an industrial injury or occupational disease. The term "Accepted conditions" does not include those conditions which have been denied or segregated by final and binding order.

"Authorization" means notification from a qualified representative of L&I or of the self-insured employer that specific medically necessary and proper treatment, services or equipment provided for the diagnosis and curative or rehabilitative treatment of an accepted condition will be reimbursed by L&I or the self-insured employer.

"Contract Manager" means the representative identified in the text of the Contract who is delegated the authority to administer the Contract.

"Covered Services" means those services which L&I or a self-insured employer may reimburse a Provider for. Covered services include medically necessary and proper treatment which are in compliance with Title 51 RCW, Medical Aid Rules, L&I's Policies including medical coverage decisions and L&I's Treatment Guidelines, and L&I's Fee Schedule.

"Employer" means either a state fund employer or a self insured employer.

"Fee Schedule" includes but is not limited to: the Health Care Common Procedure Coding System Level I and II Codes, descriptions and modifiers that describe medical and other services, supplies and materials; Codes, descriptions and modifiers developed by L&I; Relative Value Units (RVUs), calculated or assigned dollar values, percentage of allowed charges (POAC) or diagnostic related groups (DRGs) that set the maximum allowable fee for services rendered; Billing instructions or policies relating to the submission of bills by providers and the payment of bills by L&I; Average wholesale price (AWP), baseline price (BLP) and policies related to the purchase of medication.

"Final and Binding Order" is an order issued by L&I or a self-insured employer in which no one has timely appealed or protested under Chapter 51.52 RCW, or an order that has been upheld by reviewing tribunals through the appeals process and no further appeal is possible.

“Injured Worker” is an individual who is or is alleged to have been injured at work or who has developed or has alleged to have developed an occupational disease and is or may be entitled to benefits under Washington’s Industrial Insurance Act. This term does not include those workers whose claims have been denied or rejected by a final and binding order.

“Industrial Injury” means a sudden and tangible happening, of a traumatic nature, producing an immediate or prompt result, and occurring from without, and such physical conditions as result therefrom, and which happens within the course of employment.

“Medical Aid Rules” means the Washington Administrative Codes (WACs) that contain the administrative rules for medical and other services rendered to injured workers.

“Medically necessary and proper treatment” means health care services that

- are related to the diagnosis and treatment of an accepted condition;
- are reflective of accepted standards of good medical practice and prudent clinical judgment, within the scope of practice of the Provider’s license or certification;
- are curative or rehabilitative in nature and which produce long-term changes. Curative treatment produces permanent changes which eliminate or lessen the clinical effects of an accepted condition. Rehabilitative treatment allows an injured worker to regain functional activity in the presence of an accepted condition which interferes with an injured worker’s ability to function;
- Are delivered prior to the injured worker reaching maximum medical improvement. Maximum medical improvement occurs when no fundamental or marked change in an accepted condition can be expected with or without treatment. Maximum medical improvement may be present though there may be fluctuations in levels of pain and function. An injured worker’s condition may have reached maximum medical improvement though it might be expected to improve or deteriorate with the passage of time. Once an injured worker’s condition has reached maximum medical improvement, treatment that results only in temporary or transient changes is not proper and necessary. “Maximum medical improvement” is equivalent to “fixed and stable”;
- Not primarily for the convenience of the injured worker, or Provider;
- Are provided at the least cost and in the least intensive setting of care consistent with this definition;
- Clinically appropriate in terms of type, frequency, extent, site and duration, and considered effective for the injured worker’s accepted conditions.
- In no case shall treatment or services which are inappropriate to the accepted condition(s) or which presents hazards in excess of the expected medical benefits, be considered medically necessary and proper. Treatment or services that are controversial, obsolete, investigational or experimental are presumed to be not medically necessary and proper, and must be specifically authorized prior to the delivery of such service or treatment,
- is not specifically excluded in accordance with WAC 296-20-03002 as adopted or hereafter amended.
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“Network Provider” is a provider who has been enrolled in the Network and has a current provider contract with L&I.

“Network” means the health care provider network established by L&I in accord with RCW 51.36.010 and WAC 296-20-01010.

“Occupational Disease” means a disease or infection which arises naturally and proximately out of employment.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of

governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56 or other state and federal statutes.

“Self Insured Employer” means those employers who manage their own workers’ compensation program, including the direct payment of covered services. A self insured employer may sometimes use a third party administrator to assist them in managing its workers’ compensation program.

“State Fund Employer” means those employers who pay industrial insurance premiums and for whom L&I manages their workers’ compensation claims, including the payment of covered services. A state fund employer may use a third party administrator to assist them in working with L&I to manage their claims.

2. L&I Obligations

- 2.1. **Provider Network.** L&I will establish and oversee a network of health care providers approved to treat injured workers in accordance with RCW 51.36.010 and WAC 296-20-01010. L&I will monitor quality of care to assure efficient management of the Network in accordance with WAC 296-20-01080.
- 2.2. **Provider Enrollment.** L&I will review and will approve, deny or seek further review consistent with L&I rules and policies the Provider’s application and re-application in accordance with WAC 296-20-1020.
- 2.3. **Payment.** L&I will pay for covered services within sixty (60) days from the date of receipt of a proper billing in the form prescribed by L&I or 60 days after a claim is allowed by final order or judgment if an otherwise proper billing is received by L&I prior to final adjudication of claim allowance. L&I will pay interest at the rate of one percent per month, but not less than one dollar per month, whenever the payment period exceeds the applicable 60 day period on all proper and medical charges. No interest will be paid for payment periods under 60 days.

Payments will be made according to L&I’s current Medical Aid Rules and Fee Schedules (MARFS).

- 2.4. **Information Sharing.** L&I will provide access to the Industrial Insurance Act, Title 51 RCW, L&I rules, policies, treatment guidelines and resources such as Attending Physician’s Handbook, and will notify the Provider of material updates through web postings, list-serve announcements or mailings. Information and copies of documents may be found on the web at www.lni.wa.gov/claimsins/providers.
- 2.5. **Enrolled Provider Directory.** L&I will provide a directory of enrolled providers to assist injured workers in selecting an appropriate health care provider.

3. Provider Obligations

- 3.1. **Apply for Enrollment.** The Provider has applied to become a member of the Network and warrants that he/she meets L&I’s credentialing standards contained in WAC 296-20-01030 and has all licenses, permits and/or governmental or board authorizations or approvals to provide services to injured workers in accordance with the applicable state(s) in which the Provider conducts business. The Provider further warrants the accuracy and completeness of the information submitted to L&I in support of the Provider’s application to enroll in the Network. The Provider will submit evidence of such license, permits, governmental or board authorizations or approvals to L&I upon request. Provider agrees that he/she will cooperate with L&I’s credentialing and re-credentialing process and agrees that should L&I conduct further credentialing review pursuant to WAC 296-20-01020 and WAC 296-20-01050 the Provider will cooperate and provide additional information and explanations as requested.
- 3.2. **Continuing Network Requirements.** Provider will maintain in good standing all licenses, permits, governmental or board authorizations or approvals and hospital privileges (if applicable) required by law. The Provider will also continue to meet the minimum health care provider standards as required under WAC 296-20-01030 and the continuing health care provider network requirements as required under WAC 296-20-01040.

- 3.3. **Notification of Material Changes.** Within 14 (fourteen) days, the Provider will submit written notification to L&I of any terminations, revocations, suspensions or limitations of any required license, permit and/or governmental or board authorization or approval to provide services to injured workers in accordance with the applicable state(s) in which the Provider conducts business. The Provider will also submit written notice to L&I of any material changes to any minimum standard contained in WAC 296-20-01030, any continuing requirement contained in WAC 296-20-01040 and/or any other factor(s) that may materially impact the Provider's ability to provide medically necessary and proper treatment to injured workers.
- 3.4. **Reenrollment.** The Provider will resubmit his/her provider application to enroll in the Network every 3 (three) years, or when requested by L&I. Failure to resubmit a provider application will result in removal from the Network and automatic termination of this contract pursuant to section << >>.

3.5. **Treatment**

- 3.5.1. **Necessary and Proper Treatment.** The provider will provide injured workers with medically necessary and proper treatment in compliance with this agreement, including filing an accident report or application for benefits on behalf of an injured worker. The provider agrees that any medically necessary and proper treatment provided to an injured worker will comply with the Title 51 RCW, L&I's WACs including but not limited to Chapters 296-19A, 296-20, 296-21, 296-23, 296-23A, L&I Policies including medical coverage decisions and L&I Treatment Guidelines. When providing medically necessary and proper treatment, the provider agrees to exercise the degree of care, skill and learning expected of a prudent doctor.
- 3.5.2. **Professional Judgment.** The Provider is solely responsible for the quality of care of medically necessary and proper treatment provided to injured workers. The provider acknowledges that L&I's or the self insured employer's eligibility and benefit determinations, authorization for services, and case facilitation functions are payment, not treatment decisions. Nothing contained in this agreement shall be construed to alter a provider's responsibility to provide acceptable services per current medical standards or change the nature of provider-patient relationship.
- 3.5.3. **Authorization.** The Provider will obtain authorization for those specified services that require approval prior to providing such service as required in L&I's Medical Aid Rules and Fee Schedule, and administrative rules as adopted and as hereafter amended.
- 3.5.4. **Referrals and Consultations.** The Provider agrees to refer injured workers for consultations and treatment to other Network providers. Non-Network providers may not treat injured workers and will not be paid.
- 3.5.5. **Refusal to Treat.** The Provider retains the right to refuse to treat any injured worker at any time and is not required to accept all injured workers; however, if the provider sees an injured worker, the Provider is required to assist the injured worker in filing an accident report or application for benefits on behalf of an injured worker. If the Provider has undertaken the injured worker's care, the Provider must assist the injured worker to transfer his/her care to another Network provider.
- 3.5.6. **Nondiscrimination.** The Provider will to comply with all state or federal nondiscrimination laws, regulations and policies and will not discriminate in the treatment of injured workers or in the quality of care to injured workers on the basis of
- Race;
 - Color;
 - Sex;
 - Sexual Orientation;
 - Age;
 - Religion;
 - National origin;
 - Place of residence;
 - Health status;
 - Disability.

Violation of this nondiscrimination clause may result in this Contract being terminated and the Provider may be declared ineligible for further contracts with L&I.

3.6. **Billing and Payment**

3.6.1. Billing. The Provider will bill L&I or the self-insured employer within 30 days of the date of service but in no event later than 1 year from the date of service. No payment will be paid for bills submitted after 1 year from the date of service. Bills must conform to L&I's billing policy.

3.6.2. Payment. The provider will accept payment from L&I or the self-insured employer as the sole and complete remuneration covered services provided to injured workers and specifically agrees not to bill injured workers for the difference between billed charges and the amount paid, the Provider's usual and customary fee and the Department's Medical Aid Rules and Fee Schedules or to bill injured workers for any treatment or service provided to treat the residuals of the industrial injury or occupational disease, including the fees for witness preparation and testimony in any matters on appeal to the Board of Industrial Insurance Appeals.

When there is a question of eligibility (i.e. services not usually allowed or investigation is pending) the Provider may bill an injured worker for treatment rendered. If the claim is subsequently allowed, the Provider agrees to refund to the worker or other insurer the full amount paid and bill L&I or the self insured employer for such treatment.

3.6.3. Over-Payment. If the Provider receives payment from L&I or from a self-insured employer in error or in excess of the amount properly due, the Provider understands and authorizes L&I or the self-insured employer to deduct such excess amounts, and accrued interest, from future payments paid to the Provider. In the event no future payments to the Provider are made, the Provider will promptly return such excess amounts to L&I or the self-insured employer. L&I retains the right to collect under methods authorized in Title 51 RCW if a Provider does not timely reimburse L&I.

No interest will be recouped if the Provider accepted a good faith determination by L&I that an injured worker was eligible for benefits; the Provider billed and received payment for such treatment or services; and L&I later determined the injury worker was ineligible to receive benefits.

Neither L&I nor a self-insured employer will recoup payments for treatment or services which were authorized by L&I or a self-insured employer but were later overturned by order of the Board of Industrial Insurance Appeals or any court.

3.6.4. Under-Payment. If the Provider believes additional funds are due, the Provider will submit a provider request for adjustment form within 30 days of receiving the remittance advice but in no case should such an adjustment request be made 1 year after the date of service.

3.6.5. Reports. The Provider will promptly and timely send accurate reports with the injured worker's claim number and name to L&I or self-insured employer. The Provider will also cooperate with, furnish additional information, and complete other forms or reports as requested by L&I or a self-insured employer to assist the injured worker, L&I and the employer in processing the claim and returning the injured worker to work.

3.6.6. Cooperation with Employers. The Provider will cooperate with the injured worker's employer at the time of injury or the employer's representative and will provide copies of medical records upon request (a bill may be sent directly to the employer for such copies), and timely approve job analysis upon request.

4. Network Management. In accordance with WAC 296-10-01080, L&I will monitor the Network and the care provided to injured workers. Should L&I determine that there care was provided that was not medically necessary and proper or does not comply with L&I coverage decisions or policies, the billings submitted failed to comply with L&I administrative and billing policies or the MARFs or if there is a risk of harm to injured workers, L& I will notify the Provider and may:

- Request additional information, or more timely responses or reports to assist with management of claims

- Monitor the Provider;
- Mentor the Provider;
- Require additional training or education;
- Restrict payment to the Provider;
- Suspend the Provider; or
- Terminate the Provider's contract and removing the Provider from the Network; or
- Take other action as necessary to ensure the efficient and effective provision of covered services to injured workers.

The Provider will comply with L&I's inquiries and directives, subject to the right to dispute L&I's decision pursuant to <<Section >> of this contract. Failure to cooperate with L&I or failure to comply with this provision of the Contract may result in this Contract being terminated.

5. Term and Termination.

- 5.1. Term.** This contract will take effect on January 1, 2013 and will end on December 31, 2016 unless terminated earlier.
- 5.2. Automatic Renewal.** This contract will automatically renew at the end of the contract term for a term of 3 years unless L&I provides written notice of changes to the Provider or provides written notice of non-renewal. L&I will provide written notice of changes or non-renewal 3 months prior to the end of the term of the contract.
- 5.3. Network Enrollment.** The validity of this contract is contingent upon the Provider being enrolled in L&I's Provider Network and will be void and without effect if the Provider should not be enrolled for any purpose. The Provider may not treat, provide services or bill L&I for any work except for an initial visit. The Provider may reapply to be part of the Network in accordance with WAC 296-20-01070.
- 5.4. Funding Contingency.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, L&I may terminate this Contract without advance notice.
- 5.5. Provider Termination for Convenience.** The Provider may terminate this contract at any time without cause upon 90 days written notice to L&I.
- 5.6. Automatic Termination.** This contract will immediately terminate without action by either party should the provider fail to meet L&I's minimum health care provider network standards as set out in WAC 296-20-01030 as adopted or hereafter amended or if the Provider is no longer enrolled in the Network.
- 5.7. Accelerated Termination.** Unless this Contract is terminated under Section 5.6 or 5.8, should the Provider have any material change to the requirements listed in WAC 296-20-01040, with the exception of the address and/or telephone number, the contract will terminate within one year of the date of the change or at the end of the contract period whichever comes first, and will not be automatically renewed. To continue as a Network Provider, the Provider must resubmit an Application for Enrollment to the Network and sign a new contract.
- 5.8. Termination for Cause.** In accord with WAC 296-20-01080, L&I may terminate this contract for cause should L&I find Risk of Harm pursuant to WAC 296-20-0110, or the Provider violates terms of this contract.
- 5.9. Services After Termination.** L&I will notify the Provider of termination, and will include an effective date for the termination, not less than 30 days after the date of the notification, nor more than 120 days after the date of the notification. The provider will accept no new injured workers after the date of notification. The Provider may continue to provide covered services to injured workers who are currently undergoing an active course of treatment until the effective date of termination. Thereafter, regardless of the appeal status and pursuant to WAC 296-20-01080, the Provider will not provide any treatment and acknowledges that L&I will not pay for any service provided after effective date of the termination.
- 5.10. Notification to Injured Workers and Transfer of care.** L&I will notify each injured worker undergoing active care with the Provider that the Provider will no longer provide care to injured workers as of the effective date of the termination unless the Provider terminated this

contract under Section 5.5, Provider Termination of Convenience. If the Provider terminated this contract under Section 5.5, the Provider will notify each injured worker undergoing active care that he/she will no longer provide the injured workers care and will assist each injured worker to transfer their care to another network provider.

The Provider and L&I will assist injured workers to transfer their care to another Network Provider.

- 5.11. Damages.** It is the intent of the parties that no money damages, consequential, special or otherwise, be awarded for any breach and damages be solely limited to payment pursuant to the Medical Aid Rules and Fee Schedule of services rendered or reinstatement of this contract.

6 Disputes.

- 6.1 Protest and Request for Reconsideration.** If a Provider disagrees with or believes a decision, determination or order of L&I is incorrect, the Provider may protest in writing to L&I. The Protest must be sent to L&I within 60 days from the receipt of the decision, determination or order unless the decision, determination or order makes a demand solely for repayment of sums paid to a provider and then the Provider must protest within 20 days from the receipt of the decision, determination or order. The protest must identify the decision, determination or order the Provider is protesting, state the reason such order is incorrect and may provide additional documentation to support the provider position. L&I may request, and the Provider will submit additional information or documentation. The Provider understands and acknowledges that failure to protest a decision, determination or order will result in the action, determination or directive contained in the order to become final and binding.

Upon receipt of the protest, the Department will review its decision, information supporting its decision, the Provider's protest and request for reconsideration and any supporting documentation and will issue a further order within 90 days. If the Provider continues to believe the Department order issued after reconsideration is incorrect, the Provider must file an appeal to the Board of Industrial Insurance Appeals.

7 General Provisions.

- 7.1 Records.** The Provider agrees to complete and maintain all records both medical and fiscal to fully justify and disclose the extent of the services or items furnished and bills submitted. Records must be maintained for a minimum of five years.

- 7.2 Audits.** The Provider agrees that L&I may audit, review and investigate services and treatment provided to injured workers. Such audit, review or investigation may be for cause or at random. Upon request, the Provider will make available all records or portions thereof, including patient records for which services were rendered by the Provider. L&I agrees not to remove original records from the Provider's premises. The Provider acknowledges and agrees that failure to retain, maintain or provide access to L&I may result in recovery of payments made not adequately documented and may result in termination of this contract

- 7.3 ADA Compliance** The provider must comply with the AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336 ("ADA" 28 CFR PART 35) (ADA) which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- 7.4 Safeguarding of Personal Information.** Except as outlined below in section 5.4, the Provider will not use or disclose personal Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. The Provider agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of personal information.

7.4..1 The Provider will protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Provider agrees to implement or maintain physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure.

7.4..2 The Provider shall notify L&I, the self-insured employer and each injured worker whose information may have been disclosed in writing immediately upon becoming aware of any

unauthorized access, use or disclosure. The Provider shall take necessary steps to mitigate the harmful effects of such use or disclosure. The Provider is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by L&I. The Provider agrees to indemnify and hold harmless L&I or the self insured employer for any damages related to unauthorized use or disclosure by the provider, employees, or agents.

7.4..3 Any breach of this clause may result in termination of the Contract.

7.5 Insurance. The Provider will provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from acts or omissions of the Contractor or agents, while performing under the terms of this Contract. The provider will provide insurance coverage which *the Provider shall maintain in full force and effect during the term of this Contract* as follows:

- General Comprehensive Liability. The Provider will provide a Commercial General Liability Insurance Policy in adequate quantity to protect against legal liability arising our contract activity but no less than \$1,000,000 per occurrence.
- Professional Liability, Errors and Omissions Insurance: The Provider shall provide evidence of and maintain Professional Liability or Errors and Omissions Insurance. The Provider shall maintain minimum limits of no less than \$1,000,000 per occurrence and no less than \$3,000,000 annual aggregate to cover all program activities by the Provider and licensed staff employed or under contract to the Contractor.

The insurance required above shall be issued by an insurance company(s) authorized to do business within the state of Washington, all policies shall be primary to any other valid and collectable insurance. The Provider will instruct the insurers to give L&I 30 days advance notice of any insurance cancellation.

The Provider will submit to L&I prior to the Contract's effective date a certificate of insurance which outlines at the least the coverage and limits defined in this section,. The Provider will submit renewal certificates on a yearly basis during the term of the Contract.

7.6 Indemnification. The Provider shall defend, protect and hold harmless L&I, or any of L&I's agents, from and against all claims, suits or actions arising from both negligent and intentional act/s or omission/s of the Provider, or agents of the Provider, while performing the terms of this Contract. L&I shall defend, protect and hold harmless the Provider, or any of the Provider's agents, from and against all claims, suits or actions arising from both negligent and intentional act/s or omission/s of L&I, or agents of L&I, while performing the terms of this Contract. In the case of negligence of both L&I and the Provider, any damages allowed shall only be levied in proportion to the percentage of negligence attributable to each party.

9.4 Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, or part thereof if such remainder conforms to the terms and requirements of applicable law and the intent of this Contract, and to this end the provisions of this Contract are declared to be severable.

9.5 Assignability. The work to be provided under this Contract, and any claim arising thereunder, shall not be assigned or delegated by either party in whole or in part.

9.6 Subcontracts. The Provider is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts.

9.7 Independent Capacity of the Provider. The parties intend that an independent Contractor relationship will be created by this Contract. The Provider and its employees or agents performing under this Contract are not employees or agents of L&I. The Provider will not hold itself out as, nor claim to be, an officer or employee of L&I or of the state of Washington by reason of this Contract, nor

will the Provider make any claim of right, privilege or benefit which would accrue to such employee under law.

9.8 Registration with Department of Revenue. The Contractor shall comply with the Washington State law requiring registration with the Department of Revenue and shall be responsible for payment of all taxes due on payments made under this Contract.

9.9 Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

9.10 Industrial Insurance Coverage. The Provider shall comply with Title 51 RCW prior to performing work under this Contract. The Provider shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. If the Provider fails to secure industrial insurance coverage or fails to pay premiums on behalf of its employees, as may be required under Title 51 RCW, L&I may deduct the amount of premiums and any penalties owing from the amounts payable to the Contractor under this Contract and transmit the same to the Department of Labor & Industries Insurance Services Division. This provision does not waive any right under RCW 51.12.050 to collect from the Provider amounts paid by L&I.

9.11 Limitation of Signature Authority. Only L&I's Director or his or her delegate by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by L&I's Director or his or her delegate.

9.12 Antitrust. The Provider hereby assigns to the State of Washington any and all of its claims for price-fixing or overcharges which arise under the antitrust laws of the United States, or the antitrust laws of the State of Washington, relating to the goods, products or services purchased under this Contract.

9.13 Waiver. Unless the Contract is amended in writing by an authorized representative of L&I, waiver of a default under this Contract, or failure by L&I to exercise its rights shall not:

- be considered a modification or amendment to the Contract; or
- constitute a waiver of any subsequent default.

9.14 Publicity. The Provider may indicate that he/she is enrolled in the Network and accepts injured workers in his/her practice in any advertising or promotional materials. The Provider will not use or cause to be used or promote the of, advertising matter, promotional materials, or other representation, however disseminated or published, that is false, misleading, or deceptive with respect to the industrial insurance system or benefits for Injured Workers.

9.15 Memorandum of Understanding (memo). Any communications that either Contract Manager determines to address more than day-to-day concerns, but do not modify the terms of this Contract, shall be documented by a written, numbered *Memorandum of Understanding*.

9.16 Assurances. L&I and the Provider agree that all activity pursuant to this Contract will be in accordance with all the applicable federal, state and local laws, rules, regulations and L&I policy.

9.17 Covenant against Contingent Fees. The Provider warrants that no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Provider for the purpose of securing

business. L&I shall have the right, in the event of breach of this clause by the Provider, to terminate this Contract and the Provider may be declared ineligible for further contracts with L&I.

9.18 Conflict of Interest. With a few exceptions, RCW 42.52.120(1) prohibits a state officer or state employee from receiving anything of economic value under any contract or grant outside of his or her official duties. The Governor, or a state agency affected by a violation of Chapter 42.52 RCW or the rules adopted under it, may request that the Attorney General bring an action in superior court to cancel or rescind a state action taken by a state employee or state officer when a violation of the ethics law or rules substantially influenced the state action and the interests of the state require the cancellation or rescission. The Governor may suspend the action pending a determination of the court action.

9.19 Governance. This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be pursuant to Title 51 RCW and the Board of Industrial Insurance Appeals.

9.20 Contract Management. The Contract Manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Contract Manager for the Provider is:	The Contract Manager for L&I is:
<<name>> <<Address>> Phone: <<phone number>> Fax: << fax number>> E-Mail: << email>>	<<TITLE>> Department of Labor & Industries PO Box <<44322>> Olympia WA 98504-<<4322>> Phone: <<(360) 902- >> Fax: << fax number>> E-Mail: << email>>

9.21 All Writings Contained Herein. This Contract consists of eleven (11) pages and sets forth in full all the terms and conditions agreed upon by the parties. Unless referenced within this contract, any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Contract shall be deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of Labor & Industries

<<Provider name>> (Date)

<<Name>> (Date)

(Federal Identification/Social Security Number)

<<Title>>

(Washington State UBI Number)

APPROVED AS TO FORM ONLY

PENNY ALLEN (Date)
Senior Counsel